

# **CONSTITUTION**

**Caloundra RSL Services Club Ltd**

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# CONSTITUTION

of

## Caloundra RSL Services Club Ltd

### 1. Name

- 1.1 The name of the company will be the “Caloundra RSL Services Club Ltd”, (referred to as “the Club”).

### 2. Address

- 2.1 The place of office of the Club is 19 West Terrace, Caloundra, Queensland, and any other address the Board may determine.

### 3. Definitions and Interpretation

#### 3.1 Definitions

- (1) **The Act** means the *Corporations Act 2001* (Cth);
- (2) **AI Act** means the *Associations Incorporation Act 1981* (Qld).
- (3) **Agent** means any person acting in the capacity of another executive officer of the Club;
- (4) **Annual General Meeting** means the general meeting held each year as required by the Constitution;
- (5) **Appointed Director** has the meaning given in clause 15.1(2).
- (6) **Board** means the Directors elected or appointed under clause 15 who will collectively be referred to as **The Board**;
- (7) **By-Laws** means the By-Laws of the Club;
- (8) **Club** means the Caloundra RSL Services Club Ltd;
- (9) **Club House** means the premises situated at 19 West Terrace, Caloundra, Queensland or any other premises as the Board may determine;
- (10) **Director** means a director of the Club appointed or elected as provided herein and **Directors** includes the Board.
- (11) **Elected Director** means the seven Directors elected at the Annual General Meeting in accordance with clause 15.1(1).
- (12) **Gaming Act** means the *Gaming Machine Act 1991* (Qld) including any associated or delegated legislation);

- (13) **Gaming Licence** means the gaming machine licence number 131 held under the Gaming Act entitling the Club to operate electronic gaming machines at the Club House;
- (14) **General Manager** means the general manager of the Club appointed on the terms and conditions determined by the Board;
- (15) **General Meeting** means a general meeting of the Club, whether the Annual General Meeting or a special general meeting;
- (16) **Licensed Area** means the area detailed on the Liquor Licence and/or the Gaming Licence in which the Club is permitted under the Liquor Act and the Gaming Act respectively to provide services to Members which include the sale of liquor and the conduct of gaming respectively;
- (17) **Liquor Act** means the *Liquor Act 1992* (Qld) and any associated or delegated legislation;
- (18) **Liquor Licence** means the Club Liquor Licence No. 42109452 held by the Club in relation to the Club House;
- (19) **Member** means a person who has been duly accepted by the Board in accordance with the Constitution and who has paid the Club all current fees, subscription, charges and other fees;
- (20) **Notice Board** means the board provided in the Club House on which notice for the information of members is posted;
- (21) **Regulations or Rules** means any advice, direction or instruction not being a By-Law, issued by the Board under the provisions of the Constitution or the By-Laws for the guidance of members and others;
- (22) **RSL** means the Returned and Services League of Australia;
- (23) **Secretary** means the Secretary of the Club appointed under this Constitution;
- (24) **Spouse** means a legally married spouse or partner of a member.
- (25) **Sub-Branch** means Returned Services League of Australia Queensland Branch Caloundra Sub-Branch.
- (26) **Transition Date** means the date that the Club transfers from an association registered under the AI Act to a company limited by guarantee registered under the Act, in accordance with the AI Act and the Act.

### 3.2 Interpretation

- (1) Words importing to the masculine gender will include the feminine gender where context requires or permits.
- (2) Months means calendar months.
- (3) Writing or written, includes, printing, or other modes of reproduction.
- (4) Pool Tables also includes Snooker tables.

- (5) Books can mean Computer Files or any other form of record keeping.

### **3.3 Application of the Act**

- (1) This Constitution is to be interpreted subject to the Act. The rules that apply as replaceable rules to companies under the Act do not apply to the Club where inconsistent with this Constitution.
- (2) Unless the contrary intention appears, an expression in a clause that deals with a matter dealt with by a provision of the Act has the same meaning as in that provision of the Act.
- (3) Unless the contrary intention appears, an expression in a clause that is defined for the purposes of the Act has the same meaning as in the Act.

### **3.4 The Club may, in any manner permitted by the Act:**

- (1) exercise any power;
- (2) take any action; or
- (3) engage in any conduct or procedure,

which under the Act a company limited by guarantee may exercise, take or engage in if authorised by its Constitution.

## **4. Contribution by Members**

Each Member undertakes to contribute to the Company's property if the Company is wound up while he or she is a Member or within 1 year after he or she ceases to be a Member, for payment of the Company's debts and liabilities contracted before he or she ceases to be a Member and of the costs, charges and expenses of winding up and for adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding \$10.00.

## **5. Objects**

### **5.1 The objects of the Club will be:**

- (1) to provide and maintain a Club House for Members and guests;
- (2) to preserve the memory and records of those who served with the armed forces of Australia and her allies;
- (3) to establish and maintain amenities for the benefits, social comfort and advancement of its members;
- (4) to affiliate with any other body possessing like aims and objects upon such terms and conditions as may be mutually agreed;
- (5) to carry into effect the objects and aims of the RSL as are set forth in the Constitution and By-laws of the organisation now in force, or as amended from time to time; and

- (6) to make available meeting rooms and office facilities for use of the RSL (Queensland branch and Caloundra Sub-Branch) with access by members of the Sub-Branch at no cost;
- (7) to preserve the memory of those who have served Australia or were allies in any war or wars and to observe the Ode of Remembrance at 1800 hours each day or at the direction of the Board;
- (8) to maximise the facilities available to members or their guests at or around the Club House, which may include, but is not limited to, the following types of facilities:-
  - (a) function/conference facilities;
  - (b) accommodation facilities;
  - (c) gymnasium and fitness centre;
  - (d) retail activities including travel agency;
  - (e) under-cover/indoor bowling;
  - (f) sporting activities;
  - (g) leasing land owned by the Sub-Branch but not forming part of the Club's Licensed Area under the Liquor Act;
- (9) to do all other acts and things as are incidental or conducive to the attainment of the foregoing objects.

## **6. Powers of The Board**

- 6.1 The Club has all the powers of a Company Limited by Guarantee.
- 6.2 The Board may exercise all of the powers of the Club except as otherwise provided in this Constitution.
- 6.3 The Club may from time to time make donations for various purposes or causes provided however that such purposes or causes must be consistent with the objects of the Club.

## **7. Classes of Membership**

- 7.1 The membership of the Club will consist of the following classes of membership:
  - (1) Full Club Members;
  - (2) Life members;
  - (3) Ordinary social members;
  - (4) Short Term social members;

- (5) Corporate members; and
- (6) Temporary members.

## 7.2 Full Club Members

All financial members of the Sub-Branch will be eligible to be Full Club Members.

## 7.3 Life Members

- (1) A person will be eligible for life membership if a financial member of the Sub-Branch, and who, in the opinion of the Board:
  - (a) has rendered at least 10 years continuous outstanding and valuable services to the Club; and
  - (b) has served in any capacity on the Board for a minimum of three years
  - (c) has, at an Annual General Meeting been proposed as a Life Member,

provided that no person will be appointed a Life Member except on the recommendation of the Board at an Annual General Meeting.

## 7.4 Ordinary Social Members

- (1) Ordinary Social Membership of the Club will be given to persons who:
  - (a) have attained the age of eighteen years or the minimum age that the *Liquor Act* provides;
  - (b) are of good character and repute;
  - (c) are ineligible to become Full Club Members or Life Members and
  - (d) subscribe to the objects of the Club.
- (2) Ordinary Social Members will be ineligible to vote or hold office, but in all other respects will have the rights, privileges, duties and responsibilities of other members and may attend general meetings as observers.
- (3) Ordinary Social Members are not permitted to use the Bottleshop facilities until their membership is ratified at the next Board meeting.
- (4) Ordinary Social Membership may be given at a rate determined by the Board.

## 7.5 Short Term Social Members

- (1) Short Term Social Membership of the Club may be given for a designated two month period to persons who:
  - (a) have attained the age of eighteen years or the minimum age that the *Liquor Act* provides;



- (b) are of good character and repute;
  - (c) are ineligible to become Full Club Members or Life Members; and
  - (d) subscribe to the objects of the Club.
- (2) Short Term Social Members will be ineligible to vote, attend any General Meeting or hold office, but in all other respects will have the rights, privileges, duties and responsibilities of other members.
  - (3) Short Term Social Members are not permitted to use the Bottleshop facilities.
  - (4) Short Term membership may be given at a rate determined by the Board.

#### 7.6 Corporate Members

- (1) A company or body corporate may apply for an Ordinary Membership of the Club to obtain the organisational and purchasing expertise of the Club, provided that its membership is considered by the Club's Board to be compatible with the objects of the Club.
- (2) A Corporate Member must nominate in writing an individual representative to exercise its rights as an Ordinary Member. The form of nomination must include the name and address of the representative and be signed by that representative.
- (3) The representative can be changed at any time by the Corporate Member advising the Club in writing of the name of the new representative.

#### 7.7 Temporary Membership

- (1) The following persons may be admitted to the Club as Temporary Members:
  - (a) overseas, interstate visitors and all RSL members for a period of one day at a time only;
  - (b) an intrastate visitor whose principal place of residence is located at least 15 kms from the Club (or such other distance as is prescribed in the Liquor Act) for a period of one day at a time only;
  - (c) members of other clubs and their guests, provided that the appropriate reciprocal rights are in force with those clubs, for a period of one day at a time only;
  - (d) persons who have made application for membership of the Club who have also paid the prescribed application fee, during the period they are waiting a decision from the General Manager or the Board, for a period not exceeding 30 days from the date of receipt of the application; and
  - (e) members of a sporting team or attendees of a private function visiting the Club for the purpose of taking part in sporting competitions or social functions, for the days of the competitions or functions only.

- (2) To be eligible for one of the above categories some adequate form of proof is to be produced to confirm status.

#### **7.8 Membership Cards/Badges**

Each member will receive a Membership Card issued by the General Manager or Board when his or her annual subscription is paid, and will be required to produce the Membership Card on request by any person authorised by the Board or the General Manager. Life Members will receive a Life Membership Card and/or Badge when elected.

All persons having become Members of the Club will be eligible to join and take part in the internal and sporting groups of the Club.

- 7.9 Unless otherwise determined by the Board, the number of Members of each class will be unlimited. However, the Board at its discretion may fix a maximum number for each class except the number of Full Club Members.
- 7.10 No ordinary Social Member, Short Term Member, Corporate Member or Temporary Member, nor any minor, nor any applicant on whom Interim Membership may be conferred, shall be entitled to vote at any meeting of the Club.

### **8. Membership**

- 8.1 Every application for Full Club Membership of the Club must be proposed by one Life Member or Full Club Member of the club and seconded by another Life Member or Full Club Member of the club. Such application must be in writing in a form as determined by the Board and signed by the applicant, proposer and seconder. Every application for all other forms of Membership, other than Life Membership and Temporary Membership, must be in writing in a form as determined by the Board and signed by the applicant.
- 8.2 No member is entitled to any benefit or advantage from the Club which is not shared equally by every member, unless provided for in this Constitution. However, any individual Member, irrespective of his or her class of Membership, is entitled to receive a benefit or advantage from the Club based upon or determined by the individual Member's use of and/or expenditure at the Club's gaming, restaurant, bar or other facilities.
- 8.3 No person under eighteen years of age will be admitted as a member of the Club and will not be permitted to use all the facilities of the Club.

### **9. Membership Fees**

- 9.1 The membership fees for each class of membership will be in the sum and payable at the time and in the manner as the Board determines.
- 9.2 A financial member is a member who has paid his or her current subscription and has not had his or her membership terminated.
- 9.3 The Club's financial year for membership will end on 31 December in each year.

- 9.4 If any member fails to pay his or her annual subscription by the last day of February, he or she ceases to be a member and his or her name and number will be deleted from the list of members provided. However, the Board will have the power of extending the time for payment at its discretion for good and sufficient cause. Members of the Armed Forces at the time of their departure for overseas who will be financial members of the Club will be deemed to remain financial members of the Club until the last day of December next following their return from overseas services.
- 9.5 Members whose membership has lapsed for a duration longer than that stated in clause 9.4 may, with the payment of the appropriate fee, have their membership renewed.

## **10. Admission and Rejection of Members**

- 10.1 The particulars of all applications for Ordinary Social, Short Term Social, Temporary and Corporate Membership of the Club will, promptly upon the making of the same, be entered in the order of time in which such applications are received by the General Manager of the Club, in the Proposed Members Register, together with Full Club and Life membership applications, to be kept by the General Manager or his or her agent (with every such entry setting out the full name and address of the applicant and the time and date of the receipt by the General Manager of the application).
- 10.2 The particulars of all applications for Full Club membership applications are also forwarded to the Sub-Branch Secretary.
- 10.3 Every application will be dealt with and determined in the order of priority in which it is so recorded. Subject to the above, an application for membership of the club may be postponed for not longer than 3 months and other such applications may be dealt with and determined during that period only if:
- (1) the membership in respect of which the postponed application is required to be dealt with and determined is kept open during the period of postponement; and
  - (2) the postponed application is dealt with and determined immediately upon the expiration of the period of the postponement and in priority to any and every application then subsisting.
- 10.4 Upon receipt of the information required by Clause 8.1, the General Manager and the sub-committee as nominated by the Board may, recommend the admission or rejection of the application for Membership.
- 10.5 The General Manager or his or her agent will keep a register in which will be entered the time and date of the Board meetings at which the voting is carried out.
- 10.6 At the next meeting of the Board after the General Manager has advised that he/she has made a recommendation in relation to admission or rejection of an application for membership, or if the General Manager has declined to recommend the admission or rejection of an application, after the receipt of any application and the fee applicable for any class of membership by the Board, the application must be considered by the Board who must promptly

determine upon the admission or rejection of the application, provided that the provisions of clauses 8.1 and 8.2 have been complied with.

- 10.7 Where the General Manager has made a recommendation under Clause 10.4, the Board may ratify that recommendation or overturn that recommendation at its discretion, by a majority of the votes of the members of the Board present at the meeting at which the application is considered.
- 10.8 Where the General Manager has declined to make a recommendation in relation to an admission or rejection of an application for membership, the Board must determine an application on the basis that any applicant who receives a majority of the votes of the Members of the Board present at the meeting at which the application is being considered will be accepted as a Member of the class of Membership applied for.
- 10.9 Upon the ratification of the General Manager's recommendation for the acceptance of an application for any class of Membership by the Board, the application will be confirmed by the issuing of a membership card.
- 10.10 Upon the ratification of a recommendation by the General Manager for the rejection of an application for any class of Membership by the Board, the Secretary will promptly give the applicant notice in writing by mail of the rejection, without any obligation to provide a reason for the rejection.

## **11. Automatic Termination of Membership**

11.1 Membership of the Club will be automatically terminated on:

- (1) the death of a Member;
- (2) the resignation of a Member; and
- (3) where the Member is an employee, termination of the Member's employment by the Club, if the termination is due to misconduct.

## **12. Resignation of Membership**

12.1 A Member may resign from the Club at any time giving notice in writing to the Secretary. Resignation will take effect at the time the notice is received by the Secretary, unless a later date is specified in the notice, in which case, the resignation will take effect on that later date.

## **13. Disciplinary Process in Relation to Misconduct of Members**

13.1 A member has engaged in misconduct where they have:

- (1) Failed to comply with any of the provisions of the Constitution, By-laws, or Club policies; or
- (2) Failed to comply with conditions set by the General Manager or disciplinary panel on their membership; or

- (3) Conducted themselves in a manner that is prejudicial to the reputation or interests of the Club.
- 13.2 All complaints and supporting evidence about alleged misconduct of a Member must be recorded in writing and referred to the General Manager, as soon as practicable.

#### **Decision by the General Manager**

- 13.3 The General Manager must assess whether, on the balance of probabilities, the Member has engaged in misconduct.
- 13.4 If the General Manager assesses that the Member has engaged in misconduct, the General Manager must:
  - (1) Set conditions on the Member's membership; or
  - (2) Suspend the Member's membership for a specified period; or
  - (3) Terminate the Member's membership; or
  - (4) Refer the matter to the Secretary of the Board for a disciplinary panel hearing.
- 13.5 The General Manager must record their decision, and reasons, in writing.
- 13.6 The General Manager must notify the Member in writing of their decision, as soon as practicable.
- 13.7 A person whose membership has been suspended or terminated by the General Manager has 14 days from receiving written notification to respond to the General Manager in writing, requesting a disciplinary panel hearing.
- 13.8 The General Manager must refer all request for a disciplinary panel hearing to the Secretary of the Board, as soon as practicable.

#### **Disciplinary Panel Hearing**

- 13.9 If the General Manager refers a matter to the Secretary of the Board, the Secretary must arrange a disciplinary panel hearing as soon as practicable.
- 13.10 The Secretary of the Board must provide a person who is subject to a disciplinary panel hearing at least seven days' notice in writing of the substance of the allegation(s) against them and the date, time and place where the hearing will occur.
- 13.11 A disciplinary panel hearing may only be conducted by a panel of at least three Directors or by a Disciplinary Committee of three people appointed by the Board.
- 13.12 Directors and Disciplinary Committee members may only participate in a disciplinary panel hearing if they have not been personally involved in the matter, and if they do not exhibit any actual or apprehended bias.
- 13.13 A person subject to a disciplinary panel hearing is entitled to:

- (1) Attend the hearing to address the panel in relation to the allegation(s) against them, and possible outcomes; and
  - (2) Bring a support person. However, the support person cannot address the disciplinary panel.
- 13.14 The disciplinary panel may hear from witnesses in person, if considered necessary.
- 13.15 If a person subject to a disciplinary panel hearing fails to attend, the panel may deal with the allegation(s) in their absence.
- 13.16 The disciplinary panel may, at any time, adjourn a hearing.
- 13.17 At the conclusion of the disciplinary panel hearing, the panel must determine, on the balance of probabilities, and by majority vote, whether the person has engaged in misconduct.
- 13.18 If the majority of the disciplinary panel decided that the person has engaged in misconduct, the panel may:
- (1) Suspend the person's membership for a specified period;
  - (2) Set conditions on the person's membership; or
  - (3) Terminate the person's membership.
- 13.19 The disciplinary panel must record their decision, and reasons, in writing.
- 13.20 The Secretary of the Board must notify the person in writing of the disciplinary panel's decision, and reasons, as soon as practicable.
- 13.21 All decisions of a disciplinary panel are final.

#### **14. Register of Members**

- 14.1 The Board will cause a Register of Members to be kept in which will be entered the names and residential addresses of all persons admitted to membership of the Club, their class of membership, membership number and the dates of their admission.
- 14.2 The Register of Members must record deaths, resignations, conditions of membership imposed by the General Manager or disciplinary panel, suspensions of membership, terminations of membership, and any further particulars the Board may require.

#### **15. Membership of Board**

- 15.1 The Board will consist of a minimum of five and maximum of nine Directors as follows:

- (1) A minimum of five and maximum of seven Directors who must be elected at the Annual General Meeting in accordance with this Constitution (**Elected Directors**) all of whom must be Full Club Members.
  - (2) A minimum of zero (nil) and maximum of two Directors who may be appointed by ordinary resolution of the Board from time to time (**Appointed Directors**). Appointed Directors do not need to be Members of the Club.
- 15.2 The Secretary will be appointed by the Club Board and may be a member of the Board or an employee of the Club.
- 15.3 From the Transition Date, the Board shall comprise the following Elected Directors:
- (1) Catherine Stamp;
  - (2) Phillip Breen;
  - (3) Russell Bourne;
  - (4) four (4) directors who will be elected at the Annual General Meeting in March 2024; and/ or
  - (5) if any of the above should leave a casual vacancy before the Transition Date – such person(s) appointed in accordance with the current Club Constitution to fill that casual vacancy.
- 15.4 Elected Directors will be split into two groups as follows:
- (1) Directors named at clauses 15.3(1), 15.3(2) and 15.3(3) (or any person appointed to fill a casual vacancy left by them) are in **Group A** and will be due for re-election at the Annual General Meeting in March 2025;
  - (2) Directors named at clause 15.3(4) (or any person appointed to fill a casual vacancy left by them) are in **Group B** and will be due for re-election at the Annual General Meeting in March 2026.
- 15.5 Elected Directors will serve two-year terms expiring at the second Annual General Meeting after their election, at which time those Elected Directors due for re-election must retire from office and will be eligible on nomination for re-election, provided however that no Elected Directors can hold office for any more than three consecutive terms each of two years.
- 15.6 Appointed Directors will serve one-year terms expiring on the date that is one year from the date of their appointment, at which time those Appointed Directors will be eligible for re-appointment, provided however that no Appointed Directors can hold office for any more than six years in total, whether served as six consecutive one-year terms or otherwise.
- 15.7 The Board shall create a By-Law to set out the process for being nominated for appointment as an Appointed Director.
- 15.8 An Appointed Director is entitled to attend and speak at General Meetings even though the Director may not be a Member of the Club, but an Appointed Director cannot vote at a General Meeting unless they are a Life Member or Full Club Member of the Club.

- 15.9 All nominees and appointees for Director positions must agree, in writing, to attend corporate governance training arranged and paid for by the Club within three months of being elected or appointed as a Director.
- 15.10 Any two Full Club Members or Life Members of the Club will be at liberty to nominate and second any other Full Club or Life Member for election to the Board, subject to clause 15.20.
- 15.11 Nominations for Elected Director positions must be submitted on the Caloundra RSL Services Club Limited board nomination form. The nominee must include the signatures of a proposer and seconder. The nominee must also complete and execute, before a Queensland Justice of the Peace, a statutory declaration accompanying the nomination form. Any nomination submitted on which the declaration has not been fully completed will be invalid and the Secretary must notify the nominee accordingly. The completed nomination form must be lodged with the Secretary no later than ten days before the Annual General Meeting at which the election is to take place.
- 15.12 An alphabetical list by surname of the candidate's names for Elected Director positions, with the proposer's and seconder's name, must be posted, by the Secretary, on the Notice Board or usual place of meeting of the Club House for at least seven days immediately preceding the Annual General Meeting.
- 15.13 Balloting lists will be prepared (if necessary) containing the names of the candidates for election as Elected Directors in random order by surname and each voting Member present at the Annual General Meeting will be entitled to vote for any number of the candidates not exceeding the number of vacant positions for Elected Directors.
- 15.14 Any Director may resign their Directorship at any time by giving notice in writing to the Secretary, and the resignation will take effect at the time the notice is received by the Secretary unless a later date is specified in the notice, in which case it will take effect on that later date.
- 15.15 Any Director who fails to attend any three consecutive meetings without leave of absence being granted or an apology being tendered to the Secretary, in writing, will be deemed to have resigned their Directorship.
- 15.16 All Directors will have equal voting rights at all Board meetings. The Chair will be entitled to a casting vote.
- 15.17 A Director may be removed from office at a General Meeting of the Club but must be given the opportunity to fully present his or her case. The question of removal will be determined by the vote of the Members present at the General Meeting, who are entitled to vote.
- 15.18 Directors acknowledge that any matters discussed and considered Commercial in Confidence shall remain so. Contravention of this clause may, subject to clause 15.19, result in the suspension or removal of the Director.
- 15.19 Any Director who departs the Board, for any reason, is still bound by confidentiality of Board discussions.
- 15.20 A Director must not be:



- (1) a paid employee of the Club;
- (2) a spouse, partner, parent, or sibling of an employee of the Club;
- (3) a spouse, partner, parent, or sibling of another Director of the Club; or
- (4) an auditor of the Club or a partner or employee of the auditor of the Club.

## **16. Election of Elected Directors**

- 16.1 Except as otherwise provided in this Constitution, all Elected Directors will remain in office unless a vacancy occurs by reason of their resignation, death, removal or expulsion until the Annual General Meeting of the Club, when, subject to clause 15.5, they will retire but will be eligible for re-election. No Elected Director can hold office for more than three consecutive terms, each of two years. The Secretary will be responsible for having the nominations placed on the Notice Board during the seven days after receipt.
- 16.2 In all cases of a contested election, Full Club and Life members will be issued with ballot papers in a form approved by the Board. In each election members will place a tick or cross in the square against the names of candidates they favour. Members must not select more candidates than the number of positions to be filled. That part of any ballot paper not completed in accordance with this clause will be invalid. Prior to the AGM, the Club Auditor will be invited to act as Returning Officer for the AGM. Before issuing ballot papers, the Board will appoint four scrutineers. At the close of the ballot the returning officer will add the number of crosses and ticks shown in the squares against each of the candidates on all the formal ballot papers, prepare a list showing the number of crosses and ticks obtained by each candidate for each position, and hand the list to the Chair.
- 16.3 In filling contested Director positions the Chair must consider the votes secured by each candidate that has not already been elected and ensure that Clause 15 of this Constitution is not infringed so that the number of persons declared elected is in accordance with Clause 15.4. Where it is necessary to choose between two or more candidates with equal votes, a second ballot must be held and if the vote remains tied, the names of the candidates with equal votes must be placed in a hat and the first name to be drawn out by the Chair of the meeting will be deemed to be the successful candidate.
- 16.4 In the event of no or insufficient nominations being received in writing for one or more of the positions on the Board, the Chair of the Annual General Meeting will call for an Extraordinary General Meeting to be held within 28 days at which time a ballot will be held to fill the vacancies. Candidates for these positions are required to nominate for the vacant positions as detailed in Clause 15.11. Completed nomination forms must be lodged with the Secretary no later than seven days before the Extraordinary General Meeting. If no nominations are received by the Secretary, the Extraordinary General Meeting will be cancelled, and the vacancies will be filled by the Board subject to the provisions of clause 17 of this Constitution.

## **17. Chair**

- 17.1 The Chair shall be appointed for one (1) year by a majority decision of the Directors from the Elected Directors at the first Board meeting after each Annual General Meeting.
- 17.2 The current Chair will remain in that position until the appointment of the Chair has been completed.
- 17.3 If there is a tie in the vote for the Chair, a second ballot will be held after a one-hour adjournment. If at that time there is still a tie the outcome will be determined by lot.
- 17.4 The Chair shall also hold the title of President.

## **18. Disqualification of Directors**

- 18.1 The office of a Director will be declared vacant by a resolution of the Board if:
  - (1) he or she is an undischarged bankrupt;
  - (2) he or she becomes prohibited from being a Director under the Act or by reason of any order made under this Constitution;
  - (3) he or she resigns the office in writing to the Board;
  - (4) he or she fails without leave of absence to attend more than 3 consecutive duly constituted Meetings of the Board; without apology,
  - (5) he or she ceases to be a Member of the Club (unless he or she is an Appointed Director);
  - (6) in the opinion of the Board he or she has been guilty of conduct unbecoming of a member of the Club or detrimental to the reputation and interest of the Club and subject to Clause 44.1.
- 18.2 The Board must be perceived to act with ethics and without conflict of interest, which is not in the best interests of the majority of the Club. However, a Board Member will not be required to vacate his or her office by reason of his or her membership of any company, firm, society or association which has entered into contracts with or done work for the Club if he or she has declared the nature of his or her interest in the manner as required by this Constitution.

## **19. Vacancies on the Board**

- 19.1 The Board may at any time appoint any Full Club Member or Life Member of the Club to fill any casual vacancy as an Elected Director on the Board until the next Annual General Meeting provided that clause 15 of this Constitution is not infringed.
- 19.2 The continuing Directors may act notwithstanding any casual vacancy on the Board, but if and so long as their number is reduced below the minimum number of Directors prescribed in clause 15.1, the continuing member or members may act only for the purpose of increasing the number of Directors to that number or by summoning a General Meeting of the Club, but for no other purpose.

## **20. Functions of the Board**

- 20.1 Except as otherwise provided in this Constitution and subject to resolution of the members of the Club carried at any General Meeting of the Club, the Board:
- (1) will have the general control and management of the administration of the affairs, property and funds of the Club; and
  - (2) will have the authority to interpret the meaning of this Constitution and any matter relating to the Club on which this Constitution is silent, and
  - (3) will be responsible for the appointment of the General Manager and the setting of his or her salary, and
  - (4) will set the salaries of the Senior Management and Middle Management in conjunction with the General Manager, on an annual basis or as otherwise indicated.
  - (5) And the General Manager will set staff salaries up to and including \$75,000 pa and anything above this at anytime must be approved by the Board in conjunction.
- 20.2 The Board will exercise all the powers of the Club except as otherwise expressly set out in this Constitution.

## **21. Meeting of the Board**

- 21.1 The Board will meet at least 10 times per year to exercise its functions, and more often when required in the best interests of the Club.
- 21.2 The Board must consult with the General Manager to inform itself of any relevant management or operational issues before each monthly meeting under clause 21.1. The General Manager or his or her appointed representative will attend each Board meeting at a time determined by the Board.
- 21.3 A Special Meeting of the Board will be convened by the Secretary on the requisition in writing signed by not less than one-third of the members of the Board, which requisition will clearly state the reason why such special meeting is being convened and the nature of the business to be transacted.
- 21.4 At every meeting of the Board a simple majority of a number equal to the number of members elected and/or appointed to the Board as at the close of the last Annual General Meeting of the members, will constitute a quorum.
- 21.5 Subject to the other clauses of this Constitution, the Board may meet and regulate its proceedings as it thinks fit, provided that questions arising at any meeting of the Board will be decided by a majority of votes and, in the case of equality of votes, the Chair will exercise a casting vote.
- 21.6 A Director is not to vote in respect of any contract with the Club in which he or she is interested, or any matter arising there from, and if he or she does vote, his or her vote will not be counted.

- 21.7 The Chair will preside as Chair at every meeting of the Board, or if there is no Chair, or in any meeting he or she is not present, within 10 minutes after the time appointed for holding a meeting, then the Directors present may choose one of their number to be Chair of the meeting.
- 21.8 If within half an hour from the time appointed for the commencement of the Board meeting a quorum is not present, the meeting will be held in 1 weeks' time at the same place and time of day and those present will then be deemed to form a quorum.
- 21.9 Appointed Directors and Elected Directors shall have equal voting rights at all meetings of the Board.

## **22. Formation of Sub Committee**

- 22.1 The Board may delegate any of its powers to a Sub Committee consisting of two or more persons, who may include the General Manager and the other or others of whom shall be a member or members of the Club as the Board determines. Any Sub Committee so formed will in the execution of the powers so delegated conform to any regulations that may be imposed on it by the Board.
- 22.2 A Sub Committee may elect a Chair of its meeting. If no such Chair is elected, or if at any meeting the Chair is not present within ten minutes after the time appointed for holding the meeting, the members may choose one of their number to be Chair of the meeting.
- 22.3 A Sub Committee may meet and adjourn as it thinks proper. Questions arising at any meeting will be determined by a majority of votes of the members present and, in the case of equality of votes, the question will be deemed to be decided in the negative.

## **23. Validity of Board Actions**

- 23.1 All acts done by any meeting of the Board or of a Sub Committee or by any person acting as a Director will, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Director or person acting aforesaid or that the Directors or any of them disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

## **24. Resolution of Board**

- 24.1 A resolution in writing signed by all Directors for the time being entitled to receive notice of a meeting of the Board will be valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in identical terms, each signed by all Directors available at the time.

## **25. Annual General Meeting**

- 25.1 The Annual General Meeting of the Club will be held in March each year, unless extenuating circumstances decided by the Board do exist but in any event, not more than 5 months after the end of the Club's financial year. The Chair will submit a written report on the Club's operation throughout the year (among other matters) and one or more of the Directors (as decided by the Board) will report on the audited financial statements for the year ending 31 December and any other business of the Club may be transacted. At this meeting, subject to clause 15, the Elected Directors will be elected. A copy of the financial statements and reports will be available for perusal by any Full Club or Life Member who is a Financial Member in accordance with this Constitution seven days prior to the meeting by pre-arranged appointment with the Secretary. A register will be signed to confirm viewing of the financial statements and reports.
- 25.2 The Members at the Annual General Meeting will formally appoint an Auditor for the Club for that year.
- 25.3 The Members at the Annual General Meeting will formally appoint a Patron for the Club for that year.
- 25.4 The Members at the Annual General Meeting will formally appoint a Solicitor for the Club for the year.

## **26. Special General Meeting**

- 26.1 A Special General Meeting may be called by the Directors and the Board will be bound to call a special general meeting within 28 days of receipt by the Secretary of a requisition to do so signed by no fewer than 5% of the total number of Members who are entitled to vote at a General Meeting, stating the objects of the meeting. Notice of such meeting will be given by affixing a notice on the Notice Board 21 days before the date of the meeting, except in circumstances provided by in this Constitution or the Act.

## **27. General Meeting**

- 27.1 A General Meeting may be called by the Board at any time, but must be at least quarterly for the purpose of the Board reporting to Club members of happenings and events within the Club and accepting suggestions and recommendations from the Club members for the welfare and benefit of the Club and will accept Notices Of Motion as per Clause 37. Any proposal should be ratified by the Board at their next Meeting.

## **28. Proxies**

- 28.1 A Member who is entitled to vote at a General Meeting shall be entitled to appoint another Member who is entitled to vote at the General Meeting as a proxy for the first Member.
- 28.2 The instrument appointing a proxy shall be in writing and signed by the Member.

- 28.3 Only one proxy may be held by each Member, provided however that there is no limit on the number of proxies that may be held by the Chair of the General Meeting.
- 28.4 Subject to the Act, the instrument appointing a proxy shall be deposited by original or email at such place as is specified for that purpose in the notice convening the meeting no less than 48 hours prior to the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote and in default, the instrument of proxy shall not be treated as valid.
- 28.5 Every instrument of proxy shall be in or to the effect of the form set out at Schedule 1, or otherwise in the form specified by the Company from time to time.

## **29. Disorderly conduct at meetings of the Club**

- 29.1 At any meeting of the Club, the Chair may report to the meeting that a Member has committed an offence if a Member:
- (1) persistently and wilfully obstructs the business of any meeting;
  - (2) is guilty of disorderly conduct;
  - (3) uses objectionable words and refuses to withdraw those words; and
  - (4) persistently and wilfully disregards the authority of the Chair.
- 29.2 When any Member is subject to a report pursuant to Clause 29.1, he or she will be called upon to stand in his or her place and make any explanation or apology, and afterwards, a motion may be moved "that the Member be suspended for the sitting of the meeting". No amendment, adjournment or debate will be allowed on such a motion, which will be immediately put by the Chair.
- 29.3 If any Member is suspended, the suspension will be for the remainder of that meeting, subject to the provisions of Clause 44.1.

## **30. Quorum**

- 30.1 The number of Members required to constitute a quorum for a General Meeting is double the number of Members currently on the Board, plus 1. Members attending by proxy will be counted towards the quorum.
- 30.2 No business will be transacted at any General Meeting unless a quorum of Full Club and Life Members is present at the time when the meeting proceeds to business.
- 30.3 If within half an hour from the time appointed for the commencement of a General Meeting, a quorum is not present and the meeting was convened upon the requisition of Members of the Board or the Club, then the meeting will lapse. In any other case it will stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Board may determine, and, if at the adjourned meeting, a

quorum is not present within half an hour from the time appointed for the meeting, the Full Club and Life Members present will constitute a quorum.

- 30.4 The Chair may, with the consent of any meeting at which a quorum is present (and will if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business will be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. It will not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting. Except, when a meeting is adjourned for thirty days or more, notice of the adjourned meeting will be given as the case of an original meeting.

### **31. Liquor and Gaming Supply Restriction**

- 31.1 Liquor will only be supplied to a person of the minimum age provided in the Liquor Act.
- 31.2 The conduct of Gaming will only be available to a person of the minimum age provided in the Gaming Act.
- 31.3 The Secretary must keep on the Club's premises a list of reciprocal clubs whose members shall have reciprocal privileges at the Club. This includes that the Secretary will record the name and address of all reciprocal clubs.
- 31.4 RSL honorary members and defence members (as those terms are defined in the *Liquor Act 1992* (Qld)) are not entitled to any rights or privileges of members other than those rights or privileges expressly granted to RSL honorary members or defence members under ss. 77, 79, 81, 83, 103JA and 103M of the *Liquor Act 1992* (Qld).

### **32. Indemnity**

- 32.1 All Directors will be indemnified out of funds of the Club against all losses and expenses incurred in the discharge of their duties except that which happens through their own wilful act or default. Each Director will be responsible only for so much money or property as he or she actually receives for or in the discharge of the business of the Club, and each one will be answerable for his or her own acts, neglects or defaults and not for those of any other person, nor for sufficiency of any security for money invested or of title to any estate or property acquired, nor for any loss or damage which may happen in the discharge of his or her duties unless the same happens through his or her own wilful neglect or default.

### **33. Proceeding Valid**

- 33.1 The accidental omission to give notice to Full Club and Life Members, or the non-receipt through inadvertence, mischance or other cause, of any notice of an Annual or Extraordinary General Meeting, by Full Club and Life Members, will not invalidate the proceedings of the meeting.

### **34. Funds and Accounts**

- 34.1 The funds of the club will be banked in the name of the Club in a bank determined by the Board.
- 34.2 Proper books and accounts will be kept and maintained either in written or printed form in the English language showing correctly the financial affairs of the Club and the particulars usually shown in the books of like nature.
- 34.3 All monies will be banked as soon as practicable after receipt.
- 34.4 A negotiable instrument issued by the Club must be signed by
- (1) any two (2) Directors; or
  - (2) any one (1) Director and the Secretary.
- 34.5 Payments of \$100 or more must be made by cheque or electronic funds transfer.
- 34.6 Cheques will be crossed "Not Negotiable" except those in payment of wages, allowance or petty cash recoupments which may be open.
- 34.7 As soon as possible after the end of each Financial Year the Directors will cause to be prepared a statement containing particulars of:
- (1) the income and expenditure for the financial year just ended; and
  - (2) the assets and liabilities and of all mortgage charges and securities affecting the property of the Club at the close of that year.
- 34.8 All the statements are to be examined by the Auditor who will present a report upon such audit to the Directors prior to the holding of the Annual General Meeting next following the Financial Year in respect of which the audit was made.

### **35. Income and Property**

- 35.1 The income and property of the Club will be used and applied solely in promotion of its objects and in the exercise of its powers as set out in this Constitution and no portion will be distributed, paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to or amongst the members of the Club, provided that nothing will prevent the payment in good faith of interest to any member in respect of monies advanced by him or her to the Club or otherwise owing by the Club to him or her or of remuneration to any officer or employees of the Club or to any member of the Club or other person in return for any services actually rendered to the Club provided further that nothing herein contained will be constructed so as to prevent the payment or repayment to any member of out of pocket expenses, money lent, reasonable or proper charges of goods hired by the Club or reasonable and proper rent for premises demised or lent to the Club Documents
- 35.2 The Board will provide for the safe custody of books, documents, instruments of title and securities of the Club.



### **36. By-laws**

- 36.1 The Board may make, amend or repeal by-laws not inconsistent with the provisions of the Liquor Act or the Gaming Act, for the internal management of the Club.

### **37. Alteration and amendments to Constitution and Notices of Motion**

- 37.1 Subject to the provisions of the Act this Constitution may be amended, rescinded or added to by a special resolution carried at any General Meeting.
- 37.2 Written Notices of Motion, signed by two financial Full Club Members or Life Members, of any proposed addition, deletion or amendment will be forwarded by the Secretary to the Members not less than 21 days before the date of the General Meeting along with the notice of meeting.
- 37.3 The special resolution will be passed by  $\frac{3}{4}$  of the members present and eligible to vote at a general meeting of the Club. A declaration by the chair of the General Meeting that a resolution has been passed at the meeting by the votes of  $\frac{3}{4}$  of the members who are present and entitled to vote on the resolution is conclusive evidence of the fact, unless a poll is demanded at the meeting. Approved changes to this constitution will take effect immediately after the resolution to effect the changes is passed. The Australian Securities and Investments Commission (ASIC) is to be notified of the changes after the resolution is passed.

### **38. Common Seal**

- 38.1 The Board will provide for a Common Seal and for its safe custody. The Common Seal will only be used with the authority of the Board and every instrument to which the seal is affixed will be signed by a member of the Board and will be countersigned by the Secretary or by a second member of the Board or by some other person appointed by the Board for the purpose.

### **39. Reprimanding Club Employees**

- 39.1 No member or Director is to reprimand an employee of the Club.
- 39.2 Any complaint regarding an employee of the Club is to be addressed in writing to the General Manager of the Club.

### **40. Winding Up**

#### **40.1 Excess property on winding up**

- (1) If on the winding up or dissolution of the Club, and after satisfaction of all its debts and liabilities, any property remains, that property must be given or transferred to another body or bodies:
- (a) having objects similar to those of the Club; and

- (b) whose constitution prohibits (or each of whose constitutions prohibit) the distribution of its or their income and property among its or their members to an extent at least as great as is imposed under this Constitution,

provided however that the Club has no power to, and the Club must not, pay to, distribute, give, or transfer any property among the Members.

- (2) That body is, or those bodies are, to be determined by the Members at or before the time of dissolution or, failing that determination, by a judge who has or acquires jurisdiction in the matter.

#### **41. Payment to Officers and Employees**

- 41.1 The Club precludes the payment to an Employee of the Club of an amount by way of commission or allowance calculated by reference to the quantity of liquor sold or supplied by the Club, the receipts of the Club for such liquor or any direct or indirect amount calculated by reference to the turnover or net metered win of the Gaming Machines.

#### **42. Minors**

- 42.1 No person under the age of 18 years will be permitted to be in the Gaming Machine Area or to operate Gaming Machines.
- 42.2 Children of Members and their guests, may be admitted to the lounge and dining room or other Club facilities, (excluding the gaming room), provided they are under the strict provision of, and remain with and under the effective control of their parents or guardians at all times.
- 42.3 No person under the age of 18 will be admitted as a member of the Club.
- 42.4 No liquor will be sold or supplied to any person under the age of 18 years.
- 42.5 No gaming machine will be available for use by any person under the age of 18 years.

#### **43. Objection to Validity of Vote**

- 43.1 Subject to this Constitution, the Chair will be sole and absolute judge as the validity of any vote cast on any question, and unless objection to the validity of any vote is raised immediately after the Chair has declared the result of the vote there on its validity cannot be again raised at any subsequent stage of the meeting.

#### **44. Natural Justice**

- 44.1 The club shall be bound by the rules of natural justice in adjudicating upon the rights of its members conferred by this Constitution.

## 45. Honorariums and remuneration of Directors

- 45.1 The Directors may be paid remuneration, honorariums and/or any other benefits for acting as directors as approved by members at an Annual General Meeting or a Special General Meeting after the presentation of a remuneration report prepared by a remuneration consultant making recommendations as to the amount and nature of the consideration payable. The remuneration consultant is to be approved by the Directors. The remuneration report must include a declaration by the consultant as to whether the consultant's recommendation is made free from undue influence by the Directors to whom the recommendation relates, in accordance with the requirements of section 206M of the Corporations Act (notwithstanding that the Club is not a disclosing entity). No Director shall be entitled to vote on any member resolution to approve remuneration under this clause.
- 45.2 The Club may provide Directors with an expense card, provided that the maximum expenditure limit of such an expense card must be approved by Members at a General Meeting.
- 45.3 A Director who receives payment of remuneration or an honorarium in accordance with this clause 45 does not infringe clause 15.20(1) by receiving the honorarium.

Certified as a true and correct copy of the Constitution on 23rd March 2024:  
Signed by:



Catherine Stamp  
CLUB PRESIDENT



Ross Edwards  
CLUB SECRETARY

# Schedule 1

## Proxy Form

I, \_\_\_\_\_ of \_\_\_\_\_  
being a Member of Caloundra RSL Services Club Ltd ("**the Club**") hereby appoint/s  
\_\_\_\_\_ of \_\_\_\_\_ as my  
proxy to vote for me and on my behalf at the \*Annual General Meeting / General Meeting  
of the Club to be held on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, and at any  
adjournment thereof.

If this proxy is signed under power of attorney, the signatory declares that they have had  
no notice of revocation thereof.

I direct that my proxy shall vote as follows:

#	Resolution	Vote
1.	<i>[Specify the wording of the resolution as stated in the notice of meeting]</i>	<input type="checkbox"/> For <input type="checkbox"/> Against <input type="checkbox"/> Abstain
2.	<i>[Specify the wording of the resolution as stated in the notice of meeting]</i>	<input type="checkbox"/> For <input type="checkbox"/> Against <input type="checkbox"/> Abstain

If no vote is specified above, my proxy may choose how they wish to vote.

**Signature of Appointor:** \_\_\_\_\_ **Membership Number:** \_\_\_\_\_

**Signature of Proxy Holder:** \_\_\_\_\_ **Membership Number:** \_\_\_\_\_

**SIGNED** this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\* Delete as appropriate.

### NOTES:

1. A Member is entitled to appoint a proxy to attend and vote on a poll instead of that Member.
2. If the appointor wishes to direct the proxy how to vote, then the appointer should indicate this on the proxy form. Otherwise, the proxy may vote if and as the proxy chooses.
3. An instrument appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution or resolutions, and where the instrument if proxy so provides, the proxy is not entitled to vote on the resolution or resolutions, except as specified in the instrument.

# **CALOUNDRA SUB-BRANCH R.S.L. SERVICES CLUB INC. BY-LAWS**

## **1. Conduct of Members**

- 1.1 Members are bound by any instructions laid down by the Board governing procedure and conduct within the Club.
- 1.2 Patrons will not be excessively under the influence of alcohol in the Club, or introduce alcohol, food or other refreshments into the Club, and the Management and staff reserve the right to refuse service under the *Liquor Act 1992*.
- 1.3 Members will at all times be held responsible for the behaviour of their guests.

## **2. Gambling**

- 2.1 Illegal gambling in any form on Club Premises is strictly prohibited.

## **3. Lending or Borrowing**

- 3.1 Members must not lend to or borrow from an employee of the club.

## **4. Display of Advertisements, Notices or Pamphlets**

- 4.1 No advertisement, notice or pamphlet will be exhibited or displayed in the Club House, or placed on Club notice boards, without the prior approval of the Board or General Manager.

## **5. Sale of Tickets, Subscription Lists and Raffles**

- 5.1 No ticket for any entertainment will be sold, no article displayed for sale, and no subscription list or raffle will be conversed or permitted in the Club House without approval from the Board or General Manager of the Club.

## **6. Theft or Damage**

- 6.1 The Club will not be responsible for the loss or theft of and damage to any article left in the Club House, or surrounds.

## **7. Cheques**

- 7.1 Personal cheques will not be accepted at the Club, unless an arrangement has previously been made between the person intending to present the cheque, and the Board or the General Manager.

## **8. Guests**

- 8.1 Guests will not enter the Club unless accompanied by a Member who will enter the guest's name in the book provided for that purpose.
- 8.2 The Member introducing guests to the Club will be responsible for the acts and debts of the guests.
- 8.3 The Board will have the power to exclude guests from the Club at any time.

## **9. Dress Rules**

- 9.1 Subject always to any resolution to the contrary by the Board, the General Manager will have the power to set the standard of dress for all or any part of the Club. Details of these standards will be displayed in an appropriate place in the Club, visible to Members and guests.
- 9.2 Headwear should not be worn by any person in the Club unless prior approval has been given by the Board or management.
- 9.3 The General Manager, or persons acting on his or her behalf will have the authority to request any person not considered to be in a reasonable state of dress, in accordance with the standards set in By-law 9.1, to leave the Club premises, unless the person has a valid reason for not complying with the standards (eg for medical reasons or national or religious dress).

## **10. Statutory Regulations**

- 10.1 All employees must abide by the *Workplace Health and Safety Act* and comply with all statutory regulations.

## **11. Directing, Instructing or Reprimanding Club Employees**

- 11.1 No Member or Guest will direct or instruct any employee of the Club to perform any duty, task or action. That is solely the responsibility of the General Manager or his or her agent. Likewise, no Member will reprimand any employee of the Club for any reason whatsoever, but will submit a written complaint to the General Manager or his or her agent.

## **12. Membership Cards**

- 12.1 Members must produce membership cards when requested by a Board member, the General Manager, the door persons, the duty manager or any staff member appropriately authorised by the General Manager.

## **13. Pool Tables**

- 13.1 Members are not permitted to smoke, eat or drink over the pool tables.
- 13.2 The General Manager or duty person in charge may at their discretion refuse patrons access to the pool tables.

13.3 Minors are not permitted in pool table areas, except under supervision.

#### **14. Prohibited Areas**

14.1 Members are not permitted to enter any “employee only” area without authority.

14.2 No smoking is permitted in any area designated by Government regulations.

#### **15. Club Premises**

15.1 The Board may, at its discretion, close the Club House or any portion thereof to be closed for such periods as may be necessary for the purposes of cleaning, repairing, renovation or for any other reason. Advice of such closure will be given by a notice posted in an appropriate place in the Club visible to Members and guests.

15.2 The Club House will be open to Members for the time set down by the Board and in accordance with the provisions of the *Liquor Act*.

15.3 Members whose membership has been suspended or terminated may be allowed to attend Sub-Branch and other kindred Ex-Service organisation Meetings, Anzac Day dawn service and memorial services providing they are escorted in and out of the Sub Branch or meeting rooms but otherwise will not be permitted entrance to the Club premises to engage in the consumption of alcohol or use any other of the Club’s facilities, unless permission is granted at a prior Board Meeting.

15.4 Members will not arrange or hold meetings of any description in the Club House without the approval of the Board or General Manager.

#### **16. Dogs and Animals**

16.1 No Member will bring any animal, bird or reptile into the Club premises, excluding assistance dogs, or any animal as part of a paid performance or show and for the entertainment of Members.

#### **17. Members of the Caloundra Sub-Branch R.S.L. Services Sub-Clubs**

17.1 Members of the Sub-Clubs must be Members of the Club.

17.2 All Sub-Clubs are to gain permission from the management of the Club for the running of fundraising events or functions taking place within the premises of the Club and its boundaries.

17.3 All Sub-Clubs must make themselves familiar with the Club Constitution and the current Licensing, Laws, Art Union and Amusements Acts and abide by these rules.

17.4 In the event of any Sub-Clubs being wound up all assets (material and financial) will become the property of the Club.

**18. Consumption of Alcohol**

18.1 Drinking in foyer, car park or surrounds including all associated areas is prohibited under the requirements of the *Liquor Act*.

**19. Home Supplies**

19.1 Takeaways may be purchased by financial Members and members of other approved reciprocal clubs.

**20. Change of Address**

20.1 Every Member will advise the General Manager in writing of any change in his or her address. The last address noted in the Club records will be taken to be the true and correct address of a Member, and all notices delivered at, or posted to, that address will be considered to have been properly given.

**21. Vehicle Parking**

21.1 Members may park their vehicles in the Club car park except in specially designated and reserved spaces. Obstruction of the driveway, however, is not permitted without specified approval from the General Manager.

**22. Personal Transistor Radios**

22.1 The playing of personal transistor radios anywhere within the Club premises is strictly forbidden.

**23. Mobile Telephones**

23.1 Members, unless they are on call, must switch off or put on mute a mobile telephone during a meeting.

**24. Bus**

24.1 The Club bus is for the use of Members, guests and bona fide visitors only, and, subject to relevant legislation, a charge set by the Board may be imposed.

24.2 Alcohol or food is not permitted to be consumed on the Club bus at any time.

24.3 No smoking is permitted on the Club bus.

24.4 No unruly or offensive behaviour will be tolerated on the Club bus.

24.5 The rules of the Club apply to the Club bus which will be deemed to be part of the Club.

24.6 Any person contravening these rules will be refused entry on further transportation, and may be suspended according to the Club Constitution.

24.7 The General Manager or his or agent may request identification from any person wishing to use the Club bus.



**25. Dance Floor**

- 25.1 No smoking is permitted on the dance floor at any time.
- 25.2 No drinks are permitted on the dance floor at any time.
- 25.3 Patrons must wear appropriate shoes on the dance floor at all times.
- 25.4 No children are permitted on the dance floor unsupervised.

**26. Restrictions on Club Employees**

- 26.1 No Director shall have the right to accept incentives or gifts from a Club supplier. All incentives and gifts must be declared to the General Manager for consideration and distribution.

**27. Honorariums**

- 27.1 Services Club Board Directors will receive a monthly Honorarium in the form of a Club Dining Card Account with a monthly limit for the purposes of purchasing meals and drinks while carrying out director's duties within the club, and for assessing the standards of food and service provided and a monthly Honorarium in the form of a Fuel Card as recompense for travel to attend Board matters.
- 27.2 Directors must not give their cards/vouchers to anyone else to use.
- 27.3 Directors may use the Club Dining Card Account in any of the restaurants and bars within the club – with the exception of the sub branch lounge – to purchase meals for their personal consumption and for guests who are eating with them, to purchase non-alcoholic drinks and to purchase a maximum of two alcoholic drinks per person per meal, for consumption with that meal.
- 27.4 Directors must not use the Club Dining Card Account to purchase anything other than food or drink in the club, to purchase alcohol in bulk or to purchase food or drink for consumption outside the club.
- 27.5 Directors must sign a till receipt for each purchase.
- 27.6 The value of the Honorariums is determined by the Board at a Board Meeting.

Certified as a true and correct copy of the By Laws as at 26<sup>th</sup> July 2023:

Signed by:



**Cathy Stamp**  
CLUB PRESIDENT



**Ross Edwards**  
CLUB SECRETARY

